
Capital Area Transportation Authority

Bike Share Feasibility Study

Request for Proposal – Project # 2018-107

SCHEDULE OF ACTIVITIES

RFP Released:	March 2, 2018
Written Questions Due to CATA:	March 16, 2018 @ 5:00 PM EST
CATA's Responses to Questions Released:	March 30, 2018
Number of Proposals and Due Date:	Submit (7) proposal copies and (1) electronic ("PDF") copy on CD/DVD or flash drive by 2:00 PM EST on April 19, 2018
Anticipated Award Date:	May 2018

Released on: March 2, 2018

TABLE OF CONTENTS

SCHEDULE OF ACTIVITIES	1
TABLE OF CONTENTS	2
SECTION I: PROCUREMENT PROCESS.....	3
I-A Issuing Office	3
I-B Project Management	3
I-C Project Oversight	3
I-D Incurring Costs.....	4
I-E Contract Term.....	4
I-F Contract Extension	4
I-G Type of Contract	4
I-H Questions/Changes to the RFP	4
I-I Pre-Proposal Meeting.....	4
I-J Proposals	4
I-K Acceptance of Proposal Content	5
I-L Economy of Presentation	6
I-M Primary Contractor Responsibilities.....	6
I-N Other Duties Assigned by CATA	6
I-O Selection Criteria.....	6
I-P Oral Presentation.....	7
I-Q Independent Price Determination	7
I-R Pricing & Payment	7
SECTION II: STATEMENT OF WORK.....	9
II-A Background.....	9
II-B Objectives.....	11
II-C Deliverables	14
SECTION III: COMPLIANCE REQUIREMENTS	15
III-A FTA and MDOT Required Clauses	14
III-B Disadvantaged Business Enterprises.....	14
III-C Compliance with Laws.....	14
III-D Ownership.....	16
III-E News Releases.....	16
III-F Audit and Inspection of Records.....	16
III-G Complaints or Protests	16
III-H Contractual Terms and Conditions	17
APPENDICES	18

Capital Area Transportation Authority

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SECTION I: PROCUREMENT PROCESS

I-A Issuing Office

This Request for Proposal (“RFP”) is issued by Capital Area Transportation Authority (“CATA”), 4615 Tranter Street, Lansing, MI 48910.

All communications regarding this project during the procurement process must be in writing and addressed to CATA’s Purchasing & Contracts Department:

Ms. Nicole Wilson
Purchasing & Contracts Manager
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910
E-mail: nwilson@cata.org

I-B Project Management

The person designated to perform as CATA’s Project Manager **AFTER AWARD** of the Project is named below. **This person is not to be contacted by Respondents prior to award.** The only CATA contact during the RFP process is CATA’s Purchasing and Contracts Employee named above.

Ms. Chloe White
Clean Commute Options Coordinator
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

I-C Project Oversight

The oversight of this CATA Project is the responsibility of the CATA Project Manager, or her designee, named in Project Management Section I-B above.

The Contractor will be required to work with CATA staff and service agencies as directed by CATA throughout the duration of the Contract and attend Progress Meetings as required by the CATA Project Manager.

I-D Incurring Costs

CATA is not liable for any cost incurred by any party prior to signing of a contract with that party and then only upon written authorization from CATA to proceed with the project.

I-E Contract Term

The term of the proposed contract will commence on the date of the executed contract, and continue for up to a one (1) year period.

I-F Contract Extension

CATA reserves the right to extend the term of any contract resulting from this RFP as outlined above. Any extension will be in writing.

I-G Type of Contract

CATA reserves the right to award without scheduling a pre-proposal meeting, or providing a short-list of Contractors or holding short-list interviews or presentations. The award of this solicitation will result in a **Fixed Price Contract**.

I-H Questions/Changes to the RFP

It is the desire of CATA to provide the same information to all interested parties to ensure fairness and impartiality in the procurement process. To that end, CATA will not respond to telephone inquiries or personal visits. Visitation by respondents or their representatives may be made to CATA only at the pre-proposal meeting, if held. All questions are to be submitted in writing. **Submit written questions (via U.S. postal service, e-mail, or fax) to the CATA Purchasing & Contracts Department at the address indicated in Section I-A above no later than the date and time indicated on the Schedule of Activities above.** Any changes made to this RFP, in response to the questions or concerns raised in any scheduled pre-proposal meeting or through correspondence received by CATA prior to the pre-proposal meeting, will be put in writing to all firms attending any scheduled pre-proposal meeting or otherwise indicating an interest in this project and posted on CATA's website by the date stated on the above *Schedule of Activities* page. No changes will be made in the RFP after such changes/answers are distributed.

I-I Pre-Proposal Meeting

Not Applicable.

I-J Proposals

To be considered for award, each respondent must submit a complete response to the RFP, using the designated format (if any) and accepting the requirements outlined in this RFP. Proposals are to be

submitted only to CATA. No other distribution of proposals is to be made. An official authorized to bind the respondent to the proposal must sign the proposal in ink. Submit the number of proposal copies per the directions indicated on the *Schedule of Activities* page above. Proposals must be submitted to CATA by the time and date set as the Proposal Due Date indicated on the *Schedule of Activities* page above. The respondent is solely responsible for the timely delivery of the proposal to CATA.

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent's proposal. These are not listed in order of importance:

- 1) **Method of Approach to the Scope of Work as described in the Proposal:** Quality of information submitted in the proposal in response to all elements of this RFP based on completeness, relevance, conciseness, and organization of materials presented.
- 2) **Past Experience of the Firm with Similar Projects:** List the respondent's past record of performance on similar assignments and 2-3 company references.
- 3) **Capability and Qualifications of Key Individuals:** List the key individuals from the primary agency and any named subcontractors along with their experience and previous work on similar projects.
- 4) **Understanding of the Problem and Objectives:** As stated in the proposal and demonstrated by the written description of the project in the proposal.
- 5) **Demonstrated Ability to Complete the Project on Time and on Budget:** Respondents must demonstrate experience, ability, and willingness to work with CATA and other Regional Partner Organizations and provide evidence of successful engagements elsewhere with other customers on similar projects.
- 6) **Price**
- 7) **Overall Evaluation:** Overall evaluation of the proposal and the vendor, including with respect to vendor, satisfactory references, legal status and compliance, experience with other projects and procurements, and other matters of concern.

CATA will constitute an ad hoc committee to evaluate all proposals. Those firms deemed by CATA to be most responsive to the needs of CATA may be asked to make oral presentations to CATA. That firm determined to be the most highly qualified based on the submitted proposal and any oral presentation may be asked to enter final negotiations. If the most qualified firm is unable to consummate an agreement with CATA, then the next most qualified firm will be considered for award, and so on. At any time during this process, CATA reserves the right to re-bid, award, or cancel the project, as CATA determines.

I-K Acceptance of Proposal Content

The contents of this RFP, its attachments, and the proposal will become contractual obligations if a contract ensues. Failure of the successful respondent to accept these obligations may result in elimination of the respondent from the selection process. CATA further reserves the right to interview the key personnel assigned by the successful respondent to this project and to recommend reassignment of personnel deemed unsatisfactory by CATA.

I-L Economy of Presentation

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to be creative and to meet the requirements and objectives of this RFP. Emphasis should be on completeness and clarity of content.

I-M Primary Contractor Responsibilities

The selected contractor(s) (Primary Contractor) will be required to assume responsibility for all services offered in its proposal whether or not the contractor performs them. Further, CATA will consider the selected respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

If any part of the work is to be subcontracted: All subcontracted work to which costs will be passed through CATA or outside services must comply with CATA's procurement procedures. All bidding summary sheets must be attached to subcontractor receipts/invoices and sent to CATA. Any sole-source awards must be documented, and this documentation must be attached to the invoice submitted to CATA.

The primary contractor is responsible for adherence by the subcontractors to all provisions of the contract. CATA must review and approve, in writing, all subcontractors. All subcontractors must be included in the initial proposal with descriptions of the firm's qualifications and the qualifications of the key individuals assigned to this project. The primary contractor is responsible for any subcontractor's project quality and performance in meeting deadlines.

The primary contractor should make every effort to include Disadvantaged Business Enterprises in this project.

I-N Other Duties Assigned by CATA

Because of the nature of this project, CATA is unable to determine all possible work components and tasks to be completed. The Contractor may be asked to provide additional services not outlined in this RFP. When additional duties beyond those outlined in this RFP and in the Contractor's proposal are identified, CATA and the contractor will discuss the contractor's ability to complete this work. If CATA determines the contractor should conduct the additional work, the contractor will provide a Request for a Task Order describing the work to be done and all associated costs. A written task order will then be issued by CATA.

I-O Selection Criteria

CATA intends to issue a contract to the agency whose proposal best conforms to the solicitation. CATA will constitute an ad hoc committee to evaluate all proposals. Those firms deemed by CATA to be most responsive to the needs of CATA may be asked to make oral presentations to CATA (see Section I-P, Oral Presentation, below).

Responses to this RFP will be evaluated based upon the factors as presented in the respondent's proposal as described in Section I-J.

Each contractor should make every effort to include Disadvantaged Business Enterprises in this project.

I-P Oral Presentation

Respondents may be required to make oral presentations of their proposals. These presentations provide an opportunity for the respondent to clarify the proposals through mutual discussion. This is not a time to simply review the contents of the proposal but to present to CATA your approach to this project and the uniqueness of the respondent's team in meeting the requirements of this RFP. Key members of the respondent's project team, including a representative from each subcontractor, must be part of the presentation. A maximum of 30 minutes will be allowed for each presentation, followed by 30 minutes for questions and answers (timing and duration to be determined by CATA). If an oral presentation is required, the vendor shall be responsible for all related costs, including travel, meals, lodging, etc.

I-Q Independent Price Determination

By submission of a proposal, the respondent certifies or, in the case of a joint proposal, each party thereto certifies as to its own organization, in connection with this proposal:

- The prices in the proposal have been determined independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other respondent or with any competitor.
- Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the respondent prior to award directly or indirectly to any other respondent or to any competitor.
- No attempt has been made or will be made by the respondent to induce any other persons or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

- Is the person in the respondent's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

Or

- Is not the person within the respondent's organization responsible for the decisions as to the pricing being offered in the proposal but has been authorized, in writing, to act as an agent for the persons responsible for such a decision and certifying that such persons have not participated (and will not participate) in any action contrary to the requirements indicated in the bullets above.

I-R Pricing and Payment

The Contractor shall submit a proper invoice to the address shown below. CATA reserves the right to return an invoice which is incomplete.

Invoices will be paid within 30 days from receipt of a proper invoice.

CATA
Attn: Accounts Payable
4615 Tranter Street
Lansing, MI 48910

The invoice must contain the following information:

1. Invoice Number
2. Purchase Order Number
3. Task Order Number
4. Description of Work Completed
5. Contact Person and Phone Number
6. Payment Remit Address

The Project Manager or designee will provide individual project budgets before any work is authorized to begin. The Contractor must keep project costs within that amount unless the Project Manager agrees to a change before costs are incurred. The vendor must list specific CATA-budgeted projects and activities for each item/service charged to CATA on invoices.

Agency invoices and subcontractor receipts/invoices should clearly show that no mark-up costs, commissions or sales taxes were incurred. CATA will not pay mark-up or tax on any outside services which are obtained by the Contractor on CATA's behalf. CATA will pay for outside services directly to avoid any mark-up or sales tax.

SECTION II: STATEMENT OF WORK

II-A Background

Introduction

The Capital Area Transportation Authority (CATA), in partnership with Michigan State University (MSU) and the City of Lansing, City of East Lansing, Meridian Township, and the Tri-County Regional Planning Commission (“Project Partner Organizations/PPOs) are interested in implementing a bicycle share system in Greater Lansing. In order to understand how the region can support a bicycle share system, including the structure of the ideal system, CATA is issuing this Request for Proposals (RFP) for the execution of a feasibility study for a region-wide bicycle share system.

In recent months, representatives from the PPOs have expressed interest in launching a regional bicycle share system in Greater Lansing that would serve the MSU campus, the City of Lansing, the City of East Lansing, and Meridian Township. There is a strong culture of bicycling in the region, including several miles of trails and bike lanes (most notably the Lansing River Trail), several advocacy organizations (including the Tri-County Bicycle Association and the League of Michigan Bicyclists), and multiple local bike shops (including the university-owned MSU Bikes Service Center). Both the Cities of Lansing and East Lansing have been named Bronze-level Bicycle Friendly Communities by the League of American Bicyclists, while MSU has been named a Silver-level Bicycle Friendly University. The greater Lansing region is ready to take the next step in improving access to bikes and increasing bicycling in the region.

Between 2011 and 2015 the community attempted to launch the Capital Community Bike Share program in downtown Lansing. The group worked with A2B Bike Share, a new equipment vendor at the time. However, equipment problems led to multiple delays in the launch of the system. The program ended up operating in two pilot phases: from October through November 2013 and again in August 2014. The program was eventually suspended in January 2015. With this feasibility study, we hope to gain an understanding of the potential challenges Lansing faces as we consider a second attempt to launch a bike share program and how to overcome these challenges.

Community Overview

Greater Lansing is Michigan’s capital region, home to the seat of Michigan’s state government, several colleges and universities, and world-class performance venues and galleries. According to the American Community Survey (ACS) 2016 five-year population estimates, approximately 470,000 people live in the metropolitan region. The region includes the Cities of Lansing and East Lansing and Meridian Township, among other communities. The ACS 2016 five-year population estimates for Lansing, East Lansing and Meridian Township includes around 205,000 people. Michigan State University’s main campus is located in East Lansing, with around 16,000 students living on campus and another 20,000 students living off-campus. The University employs approximately 15,000 faculty and support staff. Main attractions in the region include Michigan State University’s sporting events and museums and the Lansing Lugnuts, a Class A minor league baseball team.

Visitors and residents use a variety of transportation methods to get around the area, including their personal vehicles, public transportation, bicycles, walking and more. The region also includes the Capital Region International Airport and stops on several major bus and train lines. The area is home to several non-

motorized trails and facilities, which many people use as a safe alternative for their commute to and from work.

According to the American Community Survey's 2016 5-year estimates the percentage of workers who commute to work by bicycle is as follows:

Lansing-East Lansing MI Metro Area	East Lansing, MI	Lansing, MI	Meridian Township
1.17%	7.74%	0.84%	0.99%

Existing and Planned Bicycle Infrastructure in Greater Lansing

The City of Lansing's non-motorized network is over 50 miles and is comprised of bikes lanes, side paths, and trails. Their most notable trail is the Lansing River Trail, which is comprised of over 20 miles of paved trail passing through numerous parks and natural areas and connecting MSU, Downtown Lansing, East Lansing, and other neighborhoods. Several miles of new pathway have been funded by a local county trail millage, which will connect the MSU Campus with large residential areas in the south. Furthermore, the City of Lansing has recently installed 12 additional bike lockers around the downtown area.

The City of East Lansing's main bicycle facility is the Northern Tier Trail, a 4.8-mile shared-use pathway connecting 10 community parks, recreation facilities and many neighborhoods. In total the City offers 4.8 miles of existing trail and 13.2 miles of existing bike lanes.

Meridian Township's non-motorized network includes approximately 4.5 miles of shared-use paths, including the Interurban Trail, over 70 miles of side paths or widened sidewalks along major roadways, and almost 34 miles of paved shoulders. The Interurban Trail connects East Lansing to Haslett, passing through multiple neighborhoods. Several miles of a new pathway, known as the MSU to Lake Lansing Pathway, has been funded by a local county trail millage that will connect large residential areas to the east of campus.

MSU is currently working to analyze the way people move around the university. The goal is to create a new campus mobility plan to improve transportation on and around campus. A new mobility app is gathering data on the motion of cars, bikes, and pedestrians to help visualize movement around campus. One goal of the plan is to reduce congestion on campus by working to instill a park-once culture and encourage the use of alternative transportation. A completed plan is expected in the spring of 2018.

The Capital Area Transportation Authority provides various transit services to each of the above communities and has made efforts to accommodate bicyclists using their services. All fixed-route buses and many small buses are equipped with bike racks that can hold up to three bicycles at a time. There is no extra charge to use the bike racks. Several of CATA's facilities offer bike racks and the CATA Transportation Center in Downtown Lansing offers multiple bike lockers for rent.

CATA also offers free commuter services through its **Clean Commute Options Program**, which strives to improve the Tri County region's air quality by educating people about how their transportation behavior impacts the air we breathe and helping them to find cleaner commute modes. The program serves Michiganders traveling into and throughout the Tri County Region (Clinton, Eaton and Ingham Counties) with various services and events, including programs for bicyclists.

II-B Objectives

Project Goals

The goal of this project is to understand how the Greater Lansing region can support a bike share system and identify the optimal characteristics of a successful bike share program. This study should help lead the region into a seamless bike share vendor selection. Options and recommendations for each aspect of a bike share system are expected, and should be based on research, best practices, and community input.

At the conclusion of this project the following must be met:

- Comparison of a potential Greater Lansing system to existing systems in other cities of similar size and/or profile to Greater Lansing.
- Analysis of the feasibility of the region as a whole and for each PPO's jurisdiction.
- Provide an overview of the various types of bike share systems (i.e. kiosk, dockless, etc.) and the recommended type for Greater Lansing.
- An evaluation of the opportunities and issues present in Greater Lansing, as they relate to bike share.
- A proposed system plan, including but not limited to: service area and minimum/maximum system size.
- Profiles of major bike share vendors and their ability to install and operate the ideal system for Greater Lansing.
- Propose recommendations of improved bicycle parking facilities to current CATA bus stops and transportation centers.
- Provide an explanation and recommendation of relevant business models. This should include a recommendation for the optimal ownership and management structure for a Greater Lansing bike share system.
- Identification of potential project sponsors and information on how sponsorship has increased the financial solvency of similar bike share systems nationwide.
- System demand analysis and cost/revenue projections. This should include analysis of all potential revenue sources and define an appropriate fare/membership structure.
 - A. The fare/membership structure should recommend how to provide access to low-income populations who do not currently have access to a bank account, as well as a discounted fare system.
 - B. Identify the costs of providing accessible bikes for those who are physically disabled.
- Complete a financial analysis comparing system costs and revenues over a five- and ten-year forecast period to determine annual cash flow and resulting surplus or shortfall as well as recommended funding strategies.
- Consideration of any potential operational issues, including but not limited to appropriate service levels, maintenance plan, reporting, theft and vandalism, insurance, and equity.

- For Dockless and Dock-based systems, provide an outline of potential project phases and the following:
 - A. *Dockless System Considerations:*
 - a) Provide a synopsis of experiences of similarly sized cities.
 - b) Outline and estimate potential indirect costs to the PPO's when companies offer dockless systems for no charge.
 - c) Provide an analysis of current best practices, including optimal bike parking ordinance considerations and handling of bike parking violations and disabled/abandoned bikes.
 - B. *Station-based System Considerations*
 - a) Provide optimum station density, number of bikes and docks, proposed station locations and map. The proposed station locations should factor in the current location of bicycle lanes, trails and facilities, and regional parks. In addition, the consultant should consider the number of low-income households and the number of households without access to a vehicle, as available in the American Community Survey (ACS) data.

Scope of Work

The project will be managed by the Capital Area Transportation Authority with assistance from representatives of each PPO and other community stakeholders. The consultant will work directly with CATA's Clean Commute Options Coordinator throughout the project. Unless indicated otherwise, all meetings will be held virtually.

The following proposed Scope of Work will serve as the basis for a project budget to be developed by the consultant and included in proposal submissions. Proposals should also include a proposed project timeline and anticipated completion date.

- Kick-off meeting with CATA to discuss project timeline and reporting requirements (in-person meeting)
- Initial steering committee meeting with PPOs (in-person meeting)
- Data Collection and Background Research
 - A. PPOs will share information, previous studies and plans, as well as relevant and available data with the consultant to expedite the overall process. This includes available ACS and Geographic Information Systems (GIS) data.
 - B. The consultant should draw from provided materials, their own research and experiences, as well as those experiences in peer cities across the country.
 - C. The consultant shall conduct outreach with local stakeholders and potential user groups to collect input from the community on the potential bike share system.
 - D. The consultant will make a recommendation on the ideal bike sharing system type (ex. dockless, kiosk-based, etc.) in the Greater Lansing context. This will be informed by an analysis of comparable bike share systems in the five most relevant (most similar to a

potential system in Greater Lansing) peer cities across the world as well as the unique characteristics of each type of bike share system. Seasonal weather conditions should be considered when selecting peer cities. This section should include the following for each peer system:

- a) General description of system including system size, population of the city, usage statistics by day and year, and dates of operation
 - b) Capital costs including vandalism and theft
 - c) Ownership and management structure
 - d) Membership types and fare structure
 - e) Relevant sponsorships
 - f) Financial solvency and issues encountered
 - g) Equity considerations and aspects of the program
- E. The consultant should evaluate the state of bicycling, bike parking ordinances, and potential demand for bike share services in each PPO's jurisdiction, including any opportunities and limitations. This local context analysis will also take into consideration the physical characteristics, existing and proposed non-motorized facilities, plans, and initiatives, and relevant policies and local ordinances in Greater Lansing. For CATA the consultant will identify how bike share would improve access to transit, the benefits of bike share to transit, and how bike share would interact with transit in general.
- F. Based on the findings of the comparison to peer cities and local context analysis, the consultant will identify characteristics of Greater Lansing that support bike share and any challenges the project may face during project implementation and operation.
- G. An analysis of relevant regional stakeholders and their potential role in the project should be included.
- Development of a System Plan that includes the extent, size, and phasing of a potential bike share system in Greater Lansing. It should also define key parameters for the system (i.e. spacing of stations, the number of bikes per station, the number of extra docks). This plan should include the following:
 - A. Recommend a service area that allows for a successful and financially feasible system that connects users to transit, recreational opportunities, employment centers, entertainment venues and attractions, and other destinations while also aiming to serve traditionally under-served populations.
 - B. Define the minimum/maximum system size and, if recommending a station-based system, the ideal station density and number of bikes and docks.
 - C. If recommending a station-based system include a station plan and map, including examples of stations, their dimensions, and any potential challenges for siting stations. The consultant should also note which stations are within 3 miles from a CATA stop or facility. For each proposed station please provide an address, whether there are any ADA concerns, the footprint of the station, and the GPS coordinates.

- D. A project phasing plan.
 - E. A business model that recommends a preferred governance structure for the program along with one additional top variant or alternative. Costs, benefits, and potential risks for each governance structure should be described in sufficient detail.
 - F. Explanation of all costs and revenue the system can expect to experience in Year 0 through Year 10. All potential revenue methods should be explored, including rental fees, grants, advertising, and sponsorship. In determining potential revenue the consultant should recommend a fare structure/pricing model, including membership offerings, as well as conduct ridership and membership forecasts for Years 1-10. This section will result in a financial plan that outlines the expected cash flow and resulting surplus or shortfall for the system from Year 0 through Year 10.
- The consultant should include information about potential operational issues the program would need to consider in order for the system to be successful.
 - Based on the recommended system type, size, financial situation, and other relevant characteristics, the consultant should describe potential bike share vendors to provide and install the equipment and, depending on the recommended governance structure, to handle management of the system. Recommendations should be made with consideration to both estimated price and quality of services.

II-C Deliverables

1. A report that includes all information and recommendations requested in the Scope of Work.
2. The consultant should write a draft scope of work for a RFP procuring the necessary equipment and management services for the consultant's recommended Greater Lansing system.
3. Presentation of findings to representatives from the PPOs. (in-person meeting).

SECTION III: COMPLIANCE REQUIREMENTS

III-A FTA and MDOT Required Clauses

The contractor will comply with all relevant procurement and contract requirements of the Federal Transit Administration (“FTA”) and the Michigan Department of Transportation (“MDOT”). See, for example, FTA Best Practices Procurement Manual, Appendix A.1 and FTA Circular 4220.1F.

The website address of the Federal Transit Administration is www.fta.dot.gov.

The website address of the Michigan Department of Transportation is www.michigan.gov/mdot.

The contractor shall furnish to CATA upon request, certificates of compliance with all such laws, rules and regulations. The contractor shall, at its own expense, be responsible for obtaining all necessary permits and licenses required for performance of the contract.

All contractual provisions required by MDOT or mandated by FTA as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. The contractor shall not perform any act, fail to perform any act or refuse to comply with any CATA requests which would cause CATA or the contractor to be in violation of FTA or MDOT terms and conditions.

III-B Disadvantaged Business Enterprises

Disadvantaged Business Enterprises (“DBE”) are encouraged to bid on this project. Any applicable DBE firm’s certifications must be included in the proposal. Cost Proposals must list the amount and activity of service provided by the DBE firm, as applicable. Information on becoming certified as a Disadvantaged Business Enterprise is available from Michigan Department of Transportation (“MDOT”) at the following website address: http://www.michigan.gov/mdot/0,4616,7-151-9625_21539_23108--,00.html.

III-C Compliance with Laws

The contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and orders, including, but not limited to:

1. Motor Carrier Safety Act, 1963 P A 181, as amended.
2. Motor Bus Transportation Act, 1982, P A 432, as amended.
3. Rules and Regulations of the Department of Transportation may promulgate to accomplish the purpose of 1990 P A 339.
4. Motor Safety Carrier Regulations, being 49 CFR, Parts 387, 390-393, 395-397, and 399 including appendices C, D, E, and G.
5. Drug-Free Workplace Act of 1988.
6. Procedures for Transportation Workplace Drug Testing Progress, 49 CFR 40.
7. Physical Qualification Requirements of 49 CFR 391.41 to 391.49.
8. Lobbying Disclosure Act of 1985, *attached*, must be signed by Respondent and included with proposal submission.

9. Iran Economic Sanctions Act Certificate per MCL 129.311 *et seq.*, *attached*, must be signed by Respondent and included in proposal submittal.
10. Non-Discrimination Clause per 49 CFR, Part 26.
11. Prohibition of Discrimination per 1976 P A 453, Public Acts of 1976.

Upon request, contractor shall furnish to CATA certificates of compliance with all such laws, rules and regulations. The contractor shall, at its own expense, be responsible for obtaining all necessary permits and licenses required for performance outlined in this RFP.

Information regarding the regulations listed above may be obtained from the Federal Motor Carrier Safety Administration at <https://www.fmcsa.dot.gov/>.

III-D Ownership

All original documents, calculations, and work product produced by contractor, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of CATA. Contractor shall have the right to retain a copy of such documents, calculations, and work product. Contractor shall make available to CATA copies of all contractor correspondence, notes, and other papers relating to the work, upon request of CATA. All works of original authorship created in the scope of this Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law contractor retains any intellectual property rights to any work product, contractor hereby irrevocably assigns and licenses to CATA all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of CATA's legal counsel to confirm this provision. The work product produced by contractor in the performance of services under this agreement is intended for use by CATA solely for the purpose intended. Any use or reuse of such work product by CATA for any purpose other than its intended purpose shall be at the sole risk of CATA and without any liability or responsibility of contractor. To the extent that the work product produced by contractor contains standard design or construction details or other standardized material previously developed by contractor in its professional architectural, engineering, and planning practices, then contractor shall have the right to reuse any such material on other projects for other clients or persons without the prior knowledge or permission of CATA and without the payment of any compensation to CATA, provided that the reuse or continued use of such material contains no CATA identifying information or confidential information.

III-E News Releases

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without prior written CATA approval, and then only in accordance with the instructions from CATA's Executive Director.

III-F Audit and Inspection of Records

In the case of all negotiated contracts, and contracts for construction, reconstruction, or improvement of facilities and equipment which were entered into under other than competitive bidding procedures, the contractor agrees that the grantee, the Comptroller General of the United States, or any of their duly authorized representative shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and accounts with regard to the project. Further, the contractor agrees to maintain all required records for at least three (3) years after grantees make final payments and all other pending matters are closed.

III-G Complaints or Protests

CATA's Procurement Protest Procedures are available from CATA's Purchasing & Contracts Department.

III-H Contractual Terms and Conditions

See attached Appendix A, CATA Standard Terms and Conditions, for details.

APPENDICES

- Appendix A: CATA Standard Terms and Conditions
- Appendix B: Prohibition of Discrimination in State Contracts
- Appendix C: Assurances That Recipients and Contractors Must Make
- Appendix D: Disadvantaged Business Enterprise Policy
- Appendix E: Certificate Regarding Lobbying
- Appendix F: Iran Sanction Certificate
- Appendix G: Certification of Primary Contractor Regarding Debarment, Suspension and other Responsibility Matters

APPENDIX A

CAPITAL AREA TRANSPORTATION AUTHORITY STANDARD TERMS AND CONDITIONS OF PROCUREMENT

A. THE FOLLOWING TERMS AND CONDITIONS WILL BE A PART OF THE CONTRACT AWARDED.

1. **CHANGES.** CATA, at any time, by a written order, and without notice to the sureties, may make changes within the general scope of this contract, in (a) drawings, designs or specifications where the supplies to be furnished are specifically manufactured for CATA in accordance therewith; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by such order, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that CATA, if it decides that the facts justify the action, may receive and act upon any such claim if asserted prior to dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
2. **TERMINATION FOR DEFAULT.** CATA, by written notice, may terminate the contract awarded on the basis of this proposal, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services, provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) the Contractor's failure to perform is without his control, fault or negligence, the termination shall be deemed to be a termination for convenience under the following Paragraph 3.
3. **TERMINATION FOR CONVENIENCE.** CATA, by written notice, may terminate the contract, awarded on the basis of this proposal, in whole or in part, when it determines it is in the best interest of CATA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with its auditable cost incurred at the time of notification of termination. To the extent that the contract is for services and is so terminated, CATA shall be liable only for payment in accordance with the payment provisions of the contract for services rendered to the effective date of termination.
4. **ADDITIONAL INFORMATION.** The Contractor shall promptly furnish any additional information requested by CATA relative to the equipment it proposes.
5. **SUPPLIER RESPONSIBILITY.** No advantage shall be taken by the Contractor or its Subcontractor in the omission of any part or detail which goes to make the equipment complete and operable for use by CATA. In case of any variance, this specification shall overrule Contractor or Subcontractor specifications. The Contractor shall assume responsibility for all materials used whether the same is manufactured by the Contractor or purchased ready made from a source outside Contractor's company. In the case of the replacement of a Subcontractor, the Contractor must, within five (5) working days, notify CATA in writing of the replacement and provide name, address, telephone number, and the type of service.
6. **DELIVERY.** Service and/or equipment will be delivered to Capital Area Transportation Authority, 4615 Tranter Street, Lansing, Michigan 48910. The Authority will assume custody of all property at one of its other locations, if so directed, in writing by CATA. Invoices shall be furnished with the delivery of each item. CATA reserves the right to inspect all deliveries or services before acceptance.

7. BREACH OF CONTRACT. If the Contractor shall fail, refuse or neglect to comply with the terms of these contract conditions, such failure shall be deemed a total breach of contract. Contractor shall be subject to all legal remedies that CATA may have and CATA may recover, in addition to any damages or costs relating to failure to comply, its reasonable attorneys' fees resulting from Contractor's breach.
8. DISPUTES (AFTER BID AWARD). Except as otherwise provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by agreement between CATA and Contractor shall be decided by CATA's Program Manager in writing, with a copy mailed or otherwise furnished to the Contractor. The decision of CATA shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to CATA a written appeal addressed to CATA's Chief Executive Officer for the determination of such appeal, which shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of the dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with CATA's decision.
9. DELIVERY EXTENSION AND DELAYS. CATA reserves the right to extend, postpone or reschedule delivery in case the delivery of service equipment, under this contract, shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, as detailed in writing by the Contractor, the time of completion or a delivery shall be extended by a number of days to be determined in each instance by CATA.
10. INSTALLATION. If specified, the Contractor shall install and place in operation, subject to approval by CATA, the equipment at the Contractor's expense within thirty (30) days from issuance of a notice to install issued by CATA.
11. INSTALLATION EXTENSION AND DELAYS. CATA reserves the right to extend, postpone, or reschedule installation in case the installation of equipment under this contract shall be necessarily delayed because of strike, injunction, civil disturbance, government controls, or by reason or cause or circumstances beyond the control of the Contractor. The time of completion or installation shall be extended by a number of days to be determined in each instance by CATA.
12. ASSEMBLY. If required, the Contractor shall assemble the equipment at its expense prior to installation.
13. ACCESSORIES. The Contractor shall furnish, without additional cost, all accessories required to permit CATA to operate any equipment being provided.
14. TRAINING. The Contractor, without additional cost, shall properly train CATA personnel in the operation and maintenance of the equipment provided.
15. SERVICE MANUAL AND WIRING SCHEMATIC. If specified, the Contractor will provide at least one copy of a service manual and at least one copy of a wiring schematic for individual components and other schematics and drawings.
16. WARRANTY. The Contractor shall describe its policy or warranty(s) both on workmanship and material as applying to the equipment, along with the method or adjustment, and shall be further subject to warranty requirements of CATA as set forth in the following Paragraph 17.

17. CATA WARRANTY. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable warranties the Contractor gives any customer for such equipment and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.
18. INSURANCE. The Contractor shall place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide thirty (30) days' written notice to be given to CATA in the event of cancellation. Contractor shall require all Subcontractors to maintain adequate insurance coverage.
- (a) Workers' Compensation and Employer's Liability Insurance.
 - (1) Workers' Compensation in compliance with the applicable state and federal laws.
 - (2) Employer's Liability. Limit \$1,000,000.
 - (b) Commercial General Liability Insurance, including Professional Liability, Blanket contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability, all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence/claim, subject to a \$2,000,000 annual aggregate for Professional Liability, Completed Operations and Personal Injury other than Bodily Injury.
 - (c) Automobile Liability Insurance, including owned, hired and non-owned automobiles, Bodily Injury and Property Damage, to a combined single limit of \$1,000,000 each occurrence.
19. INDEMNIFICATION. In addition to the protection afforded by any policy of insurance, the Contractor agrees to indemnify and save harmless CATA, the Michigan Department of Transportation ("MDOT"), the Federal Transit Administration ("FTA"), and all officers, agents, and employees thereof:
- (a) From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the contract; and
 - (b) From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the Contractor's negligent performance of the contract.

CATA will not be subject to any obligations or liabilities by Subcontractors of the Contractor or their Subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

20. ACCEPTANCE OF MATERIAL - NO RELEASE. Unless CATA otherwise agrees in writing, acceptance of any portion of the material prior to final acceptance shall not release the Contractor from liability for faulty workmanship or materials or for failure to fully comply with all of the terms of this contract. CATA reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process, and shall have the right to reject all materials and workmanship which do not conform with the contract requirements and specifications; provided, however, that CATA is under no duty to make such inspection and no inspection so made shall relieve Contractor from any

- obligation to furnish materials and workmanship in accordance with the contract requirements and specifications.
21. FINAL ACCEPTANCE. Upon final acceptance by CATA of all work to be performed by the Contractor, CATA will so notify the Contractor in writing. The date of final acceptance shall commence the warranty period.
 22. LIQUIDATED DAMAGES. If the Contractor fails to deliver the requirements by the date as set forth in the bid documents scheduled for delivery, CATA shall be paid damages for each consecutive calendar day thereafter until the goods are delivered, unless a completion date is extended by CATA in writing. Inasmuch as the amount of such damages will be extremely difficult to ascertain, the Contractor agrees to compensate CATA the sum of \$_____ per day, which sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that CATA will suffer by reason of said delay and default and not as a penalty; and CATA shall have the right to deduct such sum from any amounts which may otherwise become due under contract.
 23. NO ASSIGNMENT OF CONTRACT. Contractor may not assign or transfer any interest in the contract without the prior written consent of CATA.
 24. DEFECTIVE WORKMANSHIP AND MATERIAL. When and as often as CATA determines that the work done or being done under the contract or the kind of quality or materials supplied in connection therewith are not fully and completely in accordance with any requirement of the contract documents, it may give notice of such noncompliance to the Contractor in writing and the Contractor shall immediately upon receipt of such notice do all things required to remedy such noncompliance without additional cost to CATA. If the Contractor fails to comply with such written notice, then CATA, upon written notice to the Contractor, shall deduct the cost of repair, replacement or correction of defective or damaged work from the compensation due or to become due to the Contractor.
 25. WAIVER OF BREACH. The waiver by either party hereto or any breach of any provision of this contract by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this contract by either party hereto.
 26. OWNERSHIP OF DOCUMENTS. All original documents, calculations, and work product produced by CONTRACTOR, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of CATA. CONTRACTOR shall have the right to retain a copy of such documents, calculations, and work product. CONTRACTOR shall make available to CATA copies of all CONTRACTOR correspondence, notes, and other papers relating to the work, upon request of CATA. All works of original authorship created in the scope of this Agreement are "works made for hire", as that term is used in connection with the U.S. Copyright Act. To the extent that by operation of law CONTRACTOR retains any intellectual property rights to any work product, CONTRACTOR hereby irrevocably assigns and licenses to CATA all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of CATA's legal counsel to confirm this provision. The work product produced by CONTRACTOR in the performance of services under this Agreement is intended for use by CATA solely for the purpose intended. Any use or reuse of such work product by CATA for any purpose other than its intended purpose shall be at the sole risk of CATA and without any liability or responsibility of CONTRACTOR. To the extent that the work product produced by CONTRACTOR contains standard design or construction details or other standardized material previously developed by CONTRACTOR in its professional architectural, engineering, and planning practices, then CONTRACTOR shall have the right to reuse any such material on other

projects for other clients or persons without the prior knowledge or permission of CATA and without the payment of any compensation to CATA, provided that the reuse or continued use of such material contains no CATA identifying information or confidential information.

27. EXCUSES FOR FAILURE TO PERFORM OR DELAYS. The Contractor will not be in default by reason of any failure in the performance of this contract, if such failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the government either in its sovereign or contractual capacity, fires, floods, and strikes. But in every case, a failure to perform must be beyond the control and without the fault or negligence of the Contractor or its Subcontractors. An excusable delay will permit the Contractor an extension of time for such reasonable period as may be mutually agreed upon between the parties.

28. COMPUTATION OF TIME. In computing a period of time prescribed by these conditions, the following rules apply:

- (a) "Day" means days of the week (e.g., Monday through Friday), not business days.
- (b) The day of the act or event after which the designated period of time begins is not included.
- (c) The last day of the period is included, unless it is a Saturday, Sunday, or legal holiday. In that event, the period runs until the end of the next day that is not a Saturday, Sunday or legal holiday.

29. NOTICE. All notices and other communications required under this Contract shall be given in writing, signed by an authorized representative, and be personally delivered or delivered by overnight courier, or certified mail (return receipt requested) to the addresses set forth below:

To CATA: Chief Executive Officer
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

With a copy to: Dan W. Chandler, Esq.
Chandler, Bujold & Chandler, PLC
2855 Coolidge Hwy., Suite 109
Troy, MI 48084

To Contractor: _____

With a copy to: _____

30. JURISDICTION. This Contract will be governed by the internal laws of the State of Michigan without reference to its choice of law rules. Exclusive jurisdiction and venue of any suit, action or claim relating to this contract will be in the Ingham County Circuit Court or the Federal District Court for the Western District of Michigan.

31. This contract constitutes the entire contract between the parties and supersedes all negotiations, commitments, and previous contracts and may be modified only by a further written contract which is executed by a duly authorized officer of each of the parties.
- B. TERMS INCLUDED IN CONTRACTS FUNDED IN WHOLE OR PART BY FTA, MDOT, OR OTHER GOVERNMENTAL AGENCY.
1. NONDISCRIMINATION.
- (a) Compliance with Regulations. Contractor shall comply with Federal Regulations relative to nondiscrimination of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the Regulations), and with Executive Order 11246 titled Equal Employment opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulation (41 CFR 60) which are herein incorporated by reference and made a part of this contract. Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) Nondiscrimination. With regard to the work performed by it during this contract, Contractor shall not discriminate on the grounds of race, color, sex, disability, or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) In connection with the performance of services under this contract, Contractor agrees to comply with the State of Michigan provisions for "prohibition of discrimination in state contracts" as set forth in Appendix A dated March 19, 1998, a copy of which is attached hereto and made a part hereof.
- (d) ADA Access. All work performed and all services provided pursuant to this contract shall be in compliance with Federal policy to ensure that elderly individuals and individuals with disabilities have an equal right to use of public transportation services and facilities. To the extent this Contract requires planning and design of services and facilities, special efforts shall be made to implement the transportation and accessibility rights of elderly individuals and individuals with disabilities. The work performed and services provided in this Contract shall be in compliance with all State and Federal statutes and laws ensuring equal access of transportation services and facilities for the elderly and individuals with disabilities, including 49 U.S.C. § 5301(d), § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and any applicable implementing Federal regulations or directives as they may from time to time be promulgated or amended.
- (e) This provision B.1 (a)-(e) will be included in all subcontracts relating to this contract. Further, each contract which Contractor signs with a Subcontractor must include the following assurance:

The Contractor, Subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, creed, disability, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

2. DBE REQUIREMENTS.

- (a) Contractor will carry out the applicable requirements of the Michigan Department of Transportation's Disadvantaged Business Enterprise ("DBE") program and 49 CFR 26, including, but not limited to those requirements set forth in Appendix B, attached hereto and made a part hereof. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CATA deems appropriate, which may include, but is not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages and/or disqualifying the Contractor from future bidding as non-responsible.
- (b) Contractor shall pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from CATA. In addition, Contractor shall return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed. Contractor must promptly notify CATA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete the work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CATA.

3. CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CATA shall have the right to annul this contract without liability.
4. RECORDS/AUDITS. The Contractor shall maintain and retain, and shall require all its subcontractors to maintain and retain, complete and accurate books, documents, papers, accounting records, contracts, and other evidence with respect to performance of this Agreement, including with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. The Contractor shall provide during regular business hours to the U.S. Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and CATA, or their duly authorized representatives, access to such data and records, and the right to inspect and audit all data and records of the Contractor relating to its performance under the contract, and to make transcripts therefrom as necessary. Contractor shall retain all work data, documents, records, accounts and reports related to this contract for a period of three (3) years from the date of final payment under this contract or from expiration or other termination of this contract. In the event of a dispute as to allowable costs or any other issue under this contract, Contractor will thereafter continue to maintain such records until the dispute has been resolved.

5. CONFLICT OF INTEREST. The Contractor certifies that, to the best of its knowledge, no CATA employee or office of any public agency interested in this contract has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of this contract.
6. INTEREST OF MEMBER OF CONGRESS OR DELEGATES TO CONGRESS. No member of Congress or delegates to the Congress of the United States shall be admitted to any share or part of the contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
7. DEBARMENT AND SUSPENSION. Contractor must comply with U.S. DOT regulations "Nonprocurement Suspension and Debarment", 2 CFR Part 1200, which adopt and supplement the U.S. Office of Management and Budget ("U.S. OMB") "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. Contractor will not make any contract, subcontract, or lease for the project without first confirming that its proposed contractor, subcontractor, or lessee is not listed as barred or excluded from participating in government contracts in the System for Award Management (SAM) at www.sam.gov.

Contractor agrees to comply with federal debarment and suspension regulations and guidelines when administering any contract or subcontract of \$25,000 or more, regardless of tier. A contract or subcontract award may not be made to a prospective contractor or subcontractor if that contractor is excluded or disqualified under the standards of the U.S. DOT regulations in the U.S. OMB Guidelines, unless the federal government has provided an exception as permitted under those regulations and guidelines. In addition, contracts of any amount for federally required audit services or for contracts which require the consent of a federal official are also covered by these DOT regulations and U.S. OMB Guidelines. Contractor must obtain the compliance of lower tier contractors, subcontractors, and lessees with the U.S. DOT debarment and suspension regulations and the U.S. OMB Guidelines that apply to them. The Contractor further agrees to include provisions requiring compliance as set forth above in lower tier covered transactions.

8. MDOT AND FTA TERMS. All contractual provisions that the Michigan Department of Transportation ("MDOT") or the Federal Transit Administration ("FTA"), by law or regulation, require to be included in contracts supported by state or federal financial assistance, including the requirements set forth in FTA Circular 4220.1F, as updated and amended, and the Master Agreement between CATA and FTA as it may be amended, are hereby incorporated by reference. FTA required terms and MDOT required terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. Contractor shall not refuse to comply with any CATA request to conform this contract to include MDOT or FTA required contractual provisions. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CATA requests which would cause CATA to be in violation of the FTA mandated contractual provisions.
9. COMPLIANCE WITH LAWS. The Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal, local, and city government which may, in any manner, affect the performance of the contract.
10. CLEAN AIR. N/A
11. BUY AMERICA PROVISIONS. N/A
12. CERTIFICATION REGARDING LOBBYING. N/A
13. PREVAILING WAGE. N/A

14. BID BOND. N/A
15. PROTESTS. Any protests shall be filed timely in accordance with the CATA Procurement Protest Procedures. These Procedures are available from the CATA Purchasing & Contracts Manager and the CATA CEO/Executive Director, at the following address: Capital Area Transportation Authority, 4615 Tranter Street, Lansing, MI 48910.
16. PERFORMANCE & PAYMENT BONDS. N/A
17. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CATA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor shall not, by action or by inaction, cause CATA to be in violation of FTA regulations, policies, procedures, or directives. Contractor's failure to comply with this paragraph shall constitute a material breach of this contract.
18. NO GOVERNMENT OBLIGATION. Notwithstanding any concurrence by the Federal Government or MDOT in, or approval of, the solicitation or award of this Agreement, absent the express written consent by the Federal Government or by MDOT, neither the Federal Government nor the State of Michigan is a party to this Agreement, and neither shall be subject to any obligations or liabilities to CATA, the Contractor or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
19. CLEAN WATER. N/A
20. ENERGY CONSERVATION. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
21. RECOVERED MATERIALS. N/A
22. FLY AMERICA REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. 40118 ("Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use United States Flag air carriers for U.S. Government financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a United States Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
23. TRAVEL EXPENSES. CATA does not normally reimburse travel costs unless agreed to in advance. Allowed travel costs must conform to the requirements of the Federal Acquisition Regulation Part 31.2, and, in particular, Section 31.205-46, Travel Costs.
24. CARGO PREFERENCE. N/A
25. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Rights Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, or the applicable Federal law to the extent the Federal Government deems appropriate.
- (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

26. SAFE OPERATIONS OF MOTOR VEHICLES

- (a) Seat Belt Use – Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or CATA.
- (b) Distracted Driving – Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle either Contractor or CATA owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

APPENDIX B

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, Contractor agrees as follows:

1. In accordance with Act 453, Public Acts of 1976, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. Contractor or its collective bargaining representative will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as Contractor itself, and said Contractor will permit access to its books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that Contractor has not complied with the contractual obligations under this Agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until Contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

APPENDIX C

ASSURANCES THAT CONTRACTORS AND SUBCONTRACTORS MUST MAKE PURSUANT TO US DOT REGULATION 49 CFR § 26, et seq

- A. Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex, in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR § 26 in the award and administration of DOT-assisted contracts. Failure of the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying the Contractor from further bidding as non-responsible.
- B. Each contract Contractor signs with a subcontractor must include the preceding assurance.

APPENDIX D

POLICY #204

DISADVANTAGED BUSINESS ENTERPRISE POLICY

The Capital Area Transportation Authority ("CATA") is committed to a policy of non-discrimination in the conduct of its business, including the procurement of goods and services. CATA will take affirmative action to assure maximum practical opportunity for participation of Disadvantaged Business Enterprise ("DBE") in the performance of contracts financed in whole or in part with funds from the United States Department of Transportation, the Federal Transit Administration ("FTA"), the Michigan Department of Transportation ("MDOT"), or other state and federal agencies with DBE programs.


The Executive Director of CATA will annually set an overall goal or goals as a "level playing field" for the amount of DBE participation that can reasonably be expected in the absence of discrimination. This goal will be based on demonstrable evidence of ready, willing, and able DBEs that are available to participate in government assisted contracts. Affirmative action shall be consistent with sound procurement principles and applicable law.

This Policy Statement will be executed by the Executive Director and the Board Chair of CATA, and then circulated to all Department Directors, and Department Managers within the organization and circulated to contracting organizations, the state offices which administer programs, and DBE organizations. The Executive Director will give public notice of DBE goals, how the goals were determined, and contact information for public comment.

CATA's Purchasing Manager shall be the DBE liaison for CATA and will be responsible for administering the program. The DBE liaison will report to the Assistant Executive Director and shall have direct access to the Executive Director, as necessary. The DBE liaison will work with all directors and department managers to insure the effective functioning of CATA's DBE program.

The efforts and results of the entire staff will be reported to the Board through the Development Report of the Executive Director.


Sam Singh, Board Chair


Sandra L. Draggoo, CEO/Executive Director

Adopted: 2/9/84
Amended: 6/27/84
11/14/84
3/15/89
10/19/05

APPENDIX E CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**APPENDIX F
IRAN ECONOMIC SANCTIONS ACT CERTIFICATE**

In accordance with the Iran Economic Sanctions Act, Michigan 2012 PA 517, effective April 1, 2013, (MCL 129.311, *et seq.*), the undersigned certifies in support of its bid or proposal that it is not an Iran linked business as such is defined in the Act.

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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APPENDIX G

CERTIFICATION OF PRIMARY CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Contractor, _____, certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offense enumerated in paragraph (2) of this certification; and
- 4. Have not within a three (3) year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or Local) terminated for cause or default.

If the above named Primary Contractor is unable to certify to any of the statements in this certification, the Primary Contractor shall attach an explanation to this certification.

The Primary Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL